# **AGREEMENT**

Between the

# BOARD OF EDUCATION TOWNSHIP OF GLOUCESTER

**AND** 

# GLOUCESTER TOWNSHIP PRINCIPALS' and SUPERVISORS' ASSOCIATION

July 1, 2010 to June 30, 2011

#### ARTICLE I

#### RECOGNITION

Pursuant to Chapter 303 and Chapter 123, Public Laws of New Jersey in 1968 and 1974, the Board hereby recognizes the Gloucester Township Principals' Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all specified certificated personnel whether under contract, on leave, or employed by the Board as follows:

Principals Supervisors of Special Education Director of Special Services
Assistant Principals Instructional Supervisors

#### **ARTICLE II**

# MANAGEMENT TEAM STATEMENT

We, members of the Gloucester Township Principals' Association, believe that our primary purpose in administering and supervising the public schools of Gloucester Township is to provide the optimum education of which we are capable for each child in attendance. To that aim, we administrators can only become more efficient and effective through joint participation with the Central Administrative Staff and the Board of Education at the management level.

We firmly believe and pledge that we 'as administrators' should and shall function as a team, harnessing our total knowledge and experience with that of the Board, working cooperatively and closely together to provide the best possible education for the children of Gloucester Township.

#### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

#### A. Definition

The term "grievance" means a complaint or claim that there has been an improper application, interpretation, or violation of any term or provision of this contract, administrative decisions, Board policy or state statute affecting a member or group of members.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which from time to time may arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### C. Procedure

## 1. Filing a Grievance

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

#### 2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall enable the grievant to move the grievance to the next level. Failure to appeal an answer, which is unsatisfactory within the specified time limitations, shall be deemed to constitute an acceptance of such response as dispositive.

#### 3. Informal Attempt to Resolve a Complaint

An individual who has a complaint shall discuss it first with the Asst. Supt. /Instruction in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent; and, in such event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) calendar days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

# 4. Level One – Assistant Superintendent/Instruction

If, as a result of the discussion, the matter is not resolved to the Satisfaction of the complainant within seven (7) calendar days, he/she shall set forth the grievance in writing to the Asst. Supt./Instruction specifying:

- a. the nature of the grievance including specific citations of the contract, policy administrative decision or state statue alleged to be violated;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of the previous decision;
- d. his/her dissatisfaction with the decisions previously rendered.

The immediate supervisor shall communicate his decision to the grievance in writing seven (7) calendar days of receipt of the written grievance.

#### 5. Level Two - Superintendent of Schools

The grievant, no later than seven (7) calendar days after receipt of the immediate supervisor's decision, may appeal this decision to the superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Asst. Superintendent/Instruction and his/her dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his decision in writing to the grievant and the immediate supervisor.

# Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he/she, no later than seven (7) calendar days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.

# 6. Right to Representation

Any grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by (a) representative(s) and/or attorney selected and approved by the Association. When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified, at the time of the submission of the grievance to the Superintendent, or at any later level, that the grievance is in process. The Association shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered The Board and Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to the grievance.

### 7. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participant.

#### 8. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

#### D. Costs

All costs shall be borne by the party incurring them.

#### **ARTICLE IV**

#### **SICK LEAVE**

- A. Sick leave entitlement shall be as follows:
  - 12 month employees receive 12 days per year
  - 10 month employees receive 10 days per year
- B. Employees contracted after July 1<sup>st</sup> in any year shall have sick leave days credited based on the months of service.

# ARTICLE V

# **SALARIES**

- A. Effective July 1, 2010, each member shall receive an increase of 1.5% on the 2009-10 base salary. (Base salary does not include longevity stipends.)
- B. An additional \$2500 shall be paid to any employee covered by this agreement who has an earned Doctorate Degree from an accredited university.
- C. Longevity stipends for years served in Gloucester Township shall be added to the base salary each year by the following increments:
  - 5 to 9 years = an additional \$500.00
  - 10 to 14 years = an additional \$1000.00
  - 15 to 19 years = an additional \$1500.00
  - 20 years or more = an additional \$2000.00

#### ARTICLE VI

# **TERMINATION PAY**

# A. Retirement

Accumulated unused sick leave days will be paid at a rate of \$100.00 per day, but shall not exceed the maximum of \$15,000.

# B. Separation

Upon separation from employment, the employee will receive payment for all unused vacation days, to be determined on a pro rata basis. Any such days will be paid at the current per diem rate.

# C. Death of the Employee

Upon the death of the employee, only accumulated unused vacation leave days will be payable to his/her estate at the employee's current per diem .

#### **ARTICLE VII**

#### LEAVES OF ABSENCE

Employees shall be entitled to the following leaves of absence during a school year:

- 1. Two (2) <u>personal leave days</u> will be granted with proper notice and proper approval as established by the Superintendent, except in cases of emergency.
- 2. <u>Professional leave days</u> as requested and approved by the Superintendent.
- 3. <u>Sabbatical leave</u> as requested and approved by the Superintendent.

#### ARTICLE VIII

# WORK YEAR HOLIDAYS/VACATIONS

A. During the term of this contract the following days be designated as holidays:

Fourth of July Thanksgiving Day Martin Luther King Day
Labor Day Day after Thanksgiving President's Day
Columbus Day December 24th Good Friday
Veterans' Day December 25th Easter Monday
January 1st Memorial Day

Offices will be closed from Dec. 24<sup>th</sup> through December 31st.

- B. Vacation days will be granted as follows:
  - 1. 21 days per year as scheduled with and approved by the Superintendent for up to 25 years service in education.
  - 2. 25 days per year, as scheduled and approved by the Superintendent, following 25 years of service, of which at least fifteen (15) years must be in Gloucester Township.
  - 3. Employees contracted after July 1<sup>st</sup> in any year shall have the first vacation allotment pro-rated based upon months of service.
  - 4. 10 month employees are not eligible for vacation days.
  - 5. Any employee governed by this agreement shall be permitted to carry a maximum of four (4) vacation days into the next calendar year. These carryover days must be used by the end of the allowable vacation period in August of the next calendar year. These carryover days must be scheduled with and approved by the Superintendent, as do all other vacation days.

#### C. Work Year:

- 1. The work year for 12 month employees shall be July 1 to June 30.
- 2. The work year for 10 month employees shall be September 1 to June 30.
- 3. Summer work schedule options for 2010-2011:
  - a. Employees may elect to work a 5 day, eight (8) hr. schedule or a 4 day, nine and one-quarter (9.25) hr, schedule.
  - b. Employees who select the 4 day summer work schedule will be charged 1.25 days per each day taken as a sick and/or vacation day during the summer work calendar.

#### ARTICLE IX

#### **INSURANCE PROTECTION**

- A. 1. Any and all health/fringe benefits that may be offered to the GTEA will be provided to the members governed by this agreement.
  - 2. Pursant to current statues/regulations, beginning July 1, 2010, employees electing medical and or prescription coverage shall contribute 1.5% of the contracted salaries towards the cost of those benefits.
  - 3. Employees who elect to waive any or all health/fringe benefits shall receive reimbursement of \$5,000 or 25% of the Board premium cost, whichever is the lesser amount, for the coverage(s) waived.
- B. The Board of Education agrees to reimburse employees for personal property damages sustained while acting in the discharge of his/her duties within the scope of his/her employment up to a maximum not to exceed \$500.00. In the event the damage for personal property is to an automobile, the Board of Education's coverage shall be secondarily liable to the employee's personal policy; however, it is contemplated by the parties that the \$500.00 allowance may be utilized by the employee for deductible payments up to \$500.00.

#### **ARTICLE X**

# PROFESSIONAL DEVELOPMENT

- A. The Board of Education shall budget money for Professional Development to be used for reimbursement of professional dues, attendance at local workshops and national conferences, and tuition reimbursement as proportioned in Schedule B.
- B. The number of employees who may be approved to attend a National Conference shall be 5. All those interested in attending such conferences shall submit a request to attend to the Superintendent. All requests should include the rationale and anticipated outcomes / benefits to the district. A joint selection committee of the Administration and Association shall screen all requests and recommend individuals to the Superintendent for final approval.
- C. Travel restrictions will be limited to regulations established for public law A-5 / N.J.A.S. 18A:11-12 or other applicable codes / regulations for New Jersey school employees.

# ARTICLE XI

# **DURATION OF AGREEMENT**

This agreement shall be in full force and effect from July 1, 2010 until June 30, 2011.

**Gloucester Township** 

\$30,000

**'10 – 11** 

The parties set forth their signatures below to signify complete and full agreement on the above contract:

Gloucester Township Principal's

Board of Education			n	And Supervisor's Association			
BY:		President	BY		President		
		Superintendent	BY		retary	_	
SCHEDULE A Base Salary Ranges							
		Elem Principal	MS Principal	Elem Ass't. Prin	MS Ass't. Prin	District Supervisor	
	Minimum Maximum	\$92,000 \$121,000	\$95,000 \$124,000	\$80,000 \$99,000	\$83,000 \$102,000	\$89,000 \$115,000	
		Professional Dues	SCHEDULE B National Conferences/ Workshops		Tuition Reimbursemen	Total t	

\$29,000

\$16,000

\$75,000